

CITY OF SAN JOSE & SAN JOSE POLICE OFFICERS ASSOCIATION
2010 NEGOTIATIONS GROUND RULES

1. PURPOSE

The purpose of these negotiations is to reach agreement on a successor Memorandum of Agreement (MOA) between the San Jose Police Officers Associations (SJPOA) and the City of San Jose by the expiration of the current MOA on June 30, 2010.

2. PROCESS

Whenever possible, issues for discussion at each meeting shall be identified at the conclusion of the prior meeting. Additional information or action items needed by either party shall be identified at that time.

3. PROPOSALS

During negotiating sessions, all City and SJPOA negotiating team members may express opinions, share ideas, suggest options, and provide additional information. However, statements of individual team members shall not constitute a proposal, counterproposal, or rejection of a proposal, unless specifically articulated as such by the Chief Negotiator.

4. TENTATIVE AGREEMENTS & DROPPED ISSUES

Tentative agreements (TAs) will be identified as such. They are binding only upon final agreement of all contract terms or after an arbitrator's award.

Dropped issues or TA's will not be revived in arbitration unless identified by the proposing party, in negotiations, as issues that could come back in arbitration.

Tentative agreements are subject to approval by the City Council and ratification by the SJPOA membership unless adopted as part of an arbitration award.

5. RELEASE TIME FOR BARGAINING TEAM MEMBERS

A maximum of four SJPOA representatives will be compensated for negotiation sessions that occur during their regular work schedule. The City shall not pay overtime for time spent in negotiations.

6. IMPASSE, MEDIATION AND INTEREST ARBITRATION

The parties shall meet personally to ascertain/declare the existence of impasse. In the event impasse is declared regarding contract negotiations for a new MOA, the parties will participate in mediation prior to arbitration in an attempt to resolve the dispute. However, the parties shall arrange for an arbitrator and schedule arbitration dates in advance (arbitration shall be conducted in accordance with City Charter section 1111). If the mediation process has not been completed within a 90-day period, beginning with the first day of impasse as determined by written notification of impasse

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by either party, either party may proceed to arbitration. If the parties do not proceed to arbitration, the arbitrator shall be cancelled.

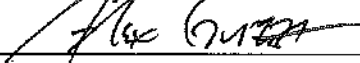
If the parties remain at impasse following mediation, SJPOA may choose to make a presentation during a public City Council meeting without the requirement of a Council response.

Unconditional tentative agreements will not be submitted to arbitration for resolution but may be submitted for the record to present a complete package to the arbitrator.

Interest Arbitration shall proceed in accordance with City Charter Section 1111. Prior to arbitration proceedings, the parties will hold a preliminary meeting to identify all issues that will be submitted in arbitration and will make best efforts to agree upon an efficient, economical and fair arbitration process, including advance identification of the issues in dispute. Negotiations may continue, on mutual consent, during the arbitration process.

In interest arbitration proceedings, neither party will cite nor otherwise use any proposal or counterproposal or statement made by the other party during negotiations.

For the City of San Jose



Date:

2-2-10

For SJPOA



Date:

2/2/10